

U.S. Department of Justice  
Washington, DC 20530

Exhibit A  
To Registration Statement  
*Under the Foreign Agents Registration Act of 1938, as amended*

OMB No. 1105-0003

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to the Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet of the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant <b>Samuels International Associates, Inc</b> 1101 Connecticut, Avenue, NW Suite 1200 Washington, D.C. 20036	2. Registration No. <b>4848</b>
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3. Name of foreign principal <b>Industrias GEMINA, S.A.</b>	4. Principal address of foreign principal <b>Km 6 Carretera Norte Managua, Nicaragua</b>
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5. Indicate whether your foreign principal is one of the following type:

( ) Foreign government

( ) Foreign political party

( X ) Foreign or ( ) domestic organization: If either, check one of the following:

( ) Partnership	( ) Committee
( X ) Corporation	( ) Voluntary Group
( ) Association	( ) Other(specify) _____

( ) Individual -- State nationality \_\_\_\_\_

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Industrias GEMINA, S.A. is a firm that deals in agricultural products

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ( ) No ( X )

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ( ) No ( X )

Controlled by a foreign government, foreign political party, or other foreign principal..... Yes ( ) No ( X )

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ( ) No ( X )

Subsidized in whole by a foreign government, foreign political party, or other foreign principal...

Yes ( ) No ( X )

Subsidized in part by a foreign government, foreign political party, or other foreign principal.....

Yes ( ) No ( X )

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Industrias GEMINA, S.A. is a privately held corporation registered in Nicaragua.

Date of Exhibit A

7 April 2004

Name and Title

Michael A. Samuels  
President

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530- and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

1. Name of Registrant	2. Registration No.
<b>Samuels International Associates, Inc.</b>	<b>4848</b>

3. Name of Foreign Principal

Industrias GEMINA, S.A. (Nicaragua)

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Samuels International Associates, Inc. will provide consulting services to Industrias GEMINA, S.A. that are related to procedures established by the U.S. Agency for International Development for the sale in foreign markets of PL 480 Title II agricultural commodities.

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8. Describe fully the activities the registrant engages in or proposes to engage in or behalf of the above foreign principal.


Samuels International Associates, Inc., a consulting firm, will gather relevant reference documentation and establish contact with appropriate U.S. Government officials in Washington and Managua in order to provide tactical and strategic recommendations to Industrias GEMINA, S.A.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and the footnote below ?

Yes [ X ]    No [   ]

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Activities undertaken by Samuels International Associates, Inc. may include facilitating meetings for the Nicaraguan client with U.S. Government officials in order to explain and seek support for possible changes in procedures or increased monitoring of overseas sales of PL480 Title II commodities. Written materials may also be prepared and distributed for these meetings and other related activities.

Date of Exhibit B	Name and Title	Signature
7 April 2004	Michael A. Samuels President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# **SERVICES AGREEMENT**

Between

**Samuels International Associates ("SIA")**  
1140 Connecticut Avenue, NW  
Suite 950  
Washington, D.C. 20036

and

**Industrias GEMINA, S.A. ("Client")**  
Km 6 Carretera Norte  
Managua, Nicaragua

## **A. Services**

SIA and the Client agree that SIA will provide the Client with the following services:

1. Gathering appropriate information, including relevant U.S. policies and regulations orienting the administration of food aid programs such as PL 480 Title II;
2. Establishing contact as needed with involved U.S. Government agencies in Washington and Managua;
3. Preparing a detailed document describing the situation encountered by the client regarding the proposed marketing and sale of a PL 480 Title II wheat in Nicaragua;
4. Providing advice and counsel concerning possible courses of action and their likely outcomes;
5. Preparing draft correspondence addressed to appropriate U.S. Government officials for signature by the client;
6. Providing the client with regular informal status reports on the progress of agreed activities and actions;
7. Following up as necessary on verbal and written replies received from the U.S. Government.

## **B. Term**

The term of this agreement shall be four weeks as specified in paragraph C below. The term may be extended after mutual agreement between the parties.

**C. Payment**

1. **Professional Fees:** The Client agrees to retain the services of SIA for approximately six hours of work per week for an estimated four weeks for the professional services rendered under this agreement. SIA services will be billed at normally hourly rates for staff who work on the Client's account.

The estimated fee for this project is approximately \$6,000.00 (six thousand dollars), with relatively minor adjustments depending on the time necessary to complete the task. A deposit of \$2,000 (two thousand dollars) will be due in advance and be used to pay initial bills.

Payment will be due within thirty days of the end of the term, and interest at prevailing rates will be charged on overdue amounts.

2. **Expenses:** In addition to the professional hourly fees described above, SIA will be reimbursed by the Client for direct expenses incurred on the Client's behalf, such as local travel, telephone, photocopies, faxes, couriers or publications, and registration with the Department of Justice. Invoices for direct expenses will be consolidated by SIA and forwarded to the Client; detailed breakdowns will be available on request. The Client reserves the right to refuse reimbursement for any items not approved in advance by the Client.

**D. Additional Services**

From time to time, the Client may request services from SIA in addition to those described above. Such additional services will only be provided after approval by the Client. Payment for such additional services will be due upon receipt of an invoice from SIA, unless otherwise agreed at the time.

**AGREED BY**

Samuels International Associates

By:

Title:

Date:

*M. Samuels*  
*President*  
*March 16, 2004*

Industrias GEMINA, S.A.

By:

Title:

Date:

*[Signature]*  
*President*  
*March 15/2004.-*